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U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

2019 JAN 28 AM 11:56

M. REGINA THOMAS
CLERK
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IN RE: : CASE NO. 17-63456-PWB
: :
A CRYSTAL ENTERPRISE ACE, LLC : CHAPTER 7
: :
Debtor, :
: :
: :
NEIL C. GORDON, Chapter 7 trustee for : CONTESTED MATTER
The Estate of A Crystal Enterprise ACE, LLC :

TRUSTEE'S MOTION FOR AUTHORITY TO (1) SELL PROPERTY OF THE
BANKRUPTCY ESTATE FREE AND CLEAR OF ALL LIENS, INTERESTS, AND
ENCUMBRANCES AND (II) DISBURSE CERTAIN PROCEEDS AT CLOSING

In the matter of the above mentioned motion, Debtor, A Crystal Enterprise ACE, LLC
objects to and ask the court to deny **EXHIBIT "C" Special Stipulation line (5)** :

EXHIBIT "C" line (5) If allowable by Purchaser's lender, Seller will pay Purchaser's closing costs and
repairs up to \$7,500,00 which Purchaser may use for any cost or expense of Purchaser related to this
transaction. Any unused portion of the Seller's monetary contribution shall remain the property of Seller.

In the **TRUSTEE'S PURCHASE AND SALE AGREEMENT**

Paragraph 4. Section (a) - Purchaser acknowledges that Purchaser has had an opportunity to inspect
the Property and accepts the property in its "present condition". Purchaser and Seller acknowledge that
Seller has no obligation to correct any objections Purchaser may have or to make any repairs to the
Property. The Property is sold '**AS IS, WHERE IS" AND WITH ALL FAULTS**' including but not limited to
lead-based paint hazards and damage from termite and other wood-destroying organisms.

Paragraph 11. - Cost of Closing. Purchaser shall pay the State of Georgia real estate transfer tax
payable on this transfer of the Property. Seller shall pay Seller's attorney's fees. Except as otherwise
expressly set forth on Exhibit "C" attached hereto and by this reference made a part hereof, (Purchaser
shall pay all loan closing cost, as well as all recording cost, the premium for any owner's policy of
title insurance issued in favor of Purchaser insuring Purchaser's title to the Property, the cost of
any survey of the Land obtained by Purchaser's title to the Property.)

Paragraph 35. - Special Stipulations The special stipulations, if any, attached hereto as **EXHIBIT "C"** if conflicting with any preceding paragraphs shall control, the preceding paragraphs shall not control.

The language of **Paragraph 35 - "Special Stipulations"** says that even though it is the obligation of the Purchaser to pay all closing cost obligated by Purchaser through the Purchase and, the property is sold **'AS IS, WHERE IS' AND WITH ALL FAULTS** without repairs, it shall be negated by the Trustees gift of \$7,500, which the Trustee wants to pay at closing to cover closing cost or expense / repairs of Purchaser related to the transaction. ***Request for Authority to Disburse Certain Proceeds at Closing - Paragraph 24 Section (f)** Purchaser's closing costs up to \$7,500.00

II Good Faith of Trustee and Purchasers

Paragraph 22.- Although the Bankruptcy Code does not define good faith, courts have recognized that the kind of misconduct that would destroy a good faith status involves fraud, collusion between the purchaser and other offerors or the trustee, or an attempt to take grossly unfair advantage of the other offerors.

Paragraph 23 - Trustee and Purchaser have proceeded in good faith, and Purchaser is a *bona fide*, good-faith purchaser and not an insider of Debtor, Trustee or Realtor. Consequently, Trustee and Purchaser are entitled to the protections of 11U.S.C. 363(m).

Other Relief Requested

Paragraph 30 - Finally, following notice to all creditors and parties in interest of the Sale Motion, and the date of the Hearing. Trustee invites any and all competing cash bid which exceed the present Contract by **at least \$7,500.00**, with no contingencies, and the ability to close within ten (10) days from Bankruptcy Court approval.

The Trustee left the offer open to all bidders to bring higher bids until closing, but states the offer must be **at least \$7,500.00**, raising the purchase price minimally to **190,500.00**, while reducing the purchase price to the current Purchaser to 175,500.00 with the \$7,500.00 gift.

The Debtor, A Crystal Enterprise ACE, LLC prays that the court will deny **EXHIBIT "C" Special Stipulation line (5)** and have it removed or stricken from the Contract as an act of overreach by the Trustee, and unsolicited by the Purchaser.

This 28th day of January 2019.

Respectfully submitted,

A Crystal Enterprise ACE, LLC

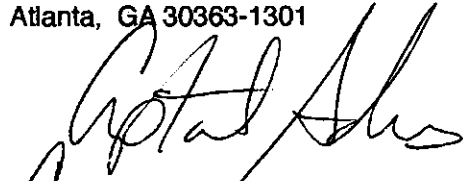
By


Crystal Adams
Member

CERTIFICATE OF SERVICE

Due to the weather conditions and uncertainty of snow and the possibility of the Federal Court being closed on January 29, 2019, I certify that I have this day served copy, by placing in envelope with adequate postage to the following:

Neil C. Gordon
171 17th Street, N.W, Suite 2100
Atlanta, GA 30363-1301


CRYSTAL ADAMS